

STATE OF WASHINGTON
HEALTH CARE AUTHORITY
OLYMPIA, WASHINGTON

REQUEST FOR PROPOSALS

PROJECT TITLE: Washington State Informatics Initiative

PROPOSAL DUE DATE: June 29, 2005

EXPECTED CONTRACT PERIOD: July 18, 2005 through December 30, 2006

CONSULTANT ELIGIBILITY: This procurement is open to those Consultants that satisfy the minimum qualifications stated herein and which are available for work in Washington State by July 18, 2005.

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1. INTRODUCTION

1.1. PURPOSE AND BACKGROUND

The Washington State Health Care Authority, hereafter called “HCA,” is initiating this Request for Proposals (RFP) to solicit proposals from Consultants interested in participating on the following project:

Assist the HCA in implementing Substitute Senate Bill (SSB) 5064 which requires the development of a strategy for the adoption and use of electronic medical records and health information technologies that are consistent with emerging national standards and promote interoperability of health information systems. The strategy must conform to other specific directions as delineated in the legislation.

In addition, the HCA Administrator will appoint a Washington health information infrastructure advisory board (“the board”) and chair that will assist the HCA in developing the strategy

1.2. DEFINITIONS

Definitions for the purpose of this RFP include:

1.2.1. Policy makers: Washington State executives charged with formulating and implementing public policy. This may include the Governor’s Office (Executive Branch), the Legislature (Legislative Branch), agents or appointees of the Executive or Legislative branches.

1.2.2. Stakeholders: Constituency groups that HCA and the board will consult with that have an interest in the project. These stakeholders will include among others, consumers, purchasers, providers, health carriers/plans, clinicians, hospital and long term care providers.

1.3. SCOPE OF WORK

The successful bidder will help facilitate, guide and assist the HCA, the board and policy makers, as well as be an available resource for other stakeholder groups related to this project.

- 1.3.1. As part of development of the strategy, the HCA and board will utilize the successful bidder's expertise, experience and recommendations to:
 - 1.3.1.1. Assess the existing information technology systems of health care providers, state agencies, and third party payers;
 - 1.3.1.2. Identify current national trends in the development of health information systems and standards;
 - 1.3.1.3. Determine the feasibility of integrating and connecting existing systems with emerging and recommended health information standards and technologies; and
 - 1.3.1.4. Identify available government or private grants for the study of, or implementation of, health information systems.
- 1.3.2. Activities the successful bidder must anticipate, include, but are not limited to:
 - 1.3.2.1 Attending and participating in the facilitation of meetings of the board (approximately monthly) and providing requested deliverables.
 - 1.3.2.2. Attending and participating in the facilitation of meetings of the stakeholder advisory committee (approximately quarterly) and providing necessary tools, materials or deliverables as requested.
 - 1.3.2.3. Preparing and revising reports to the legislature, including the preliminary report due by 12/1/2005 and the final report due by 12/1/2006.
 - 1.3.2.4. Working with the board and HCA staff to develop and maintain a project plan delineating the scope of work, tasks, milestones, and timelines required.
 - 1.3.2.5. Advising and assisting in development and execution of the project plan, including staffing (internal and additional consultants), stakeholder involvement, communications, education, and research.
 - 1.3.2.6. Providing expert briefings to the board, a stakeholder advisory committee, HCA and policy makers on the background, key issues, and implementation challenges of health information infrastructure, including lessons learned from current projects in communities across the nation.
 - 1.3.2.7. Reviewing, analyzing, discussing, and recommending options and strategies for health information infrastructure implementation.

1.4. MINIMUM QUALIFICATIONS

Bidders must have the following minimum qualifications to be deemed responsive to this RFP:

- 1.4.1. A license to do business in the State of Washington and at least 15 post degree years experience in medical informatics, including multiple consultation engagements.
- 1.4.2. A professional health degree (M.D., R.N.).
- 1.4.3. An Advanced Informatics degree (Master's or PhD in Medical Informatics or Computer Science).
- 1.4.4. Demonstrated expertise in health information infrastructure, including leading successful implementation of at least one successful statewide health information system that has been in production for at least five years and is still operational.
- 1.4.5. Prior experience in both state and federal government within the health information technology or health information infrastructure arena.

1.5. FUNDING

Any contract awarded as a result of this procurement is contingent upon the availability of funding. Funding believed to be adequate has been budgeted to support this project.

1.6. AMERICAN WITH DISABILITIES ACT

The HCA complies with the American with Disabilities Act (ADA). Consultants may contact the RFP Coordinator to receive this RFP in Braille or on tape.

2. GENERAL INFORMATION FOR CONSULTANTS

2.1. RFP COORDINATOR

The RFP Coordinator is the sole point of contact in the HCA for this procurement. All communication between the Consultant and the HCA upon receipt of this RFP shall be with the RFP Coordinator, as follows:

Name:	Vicky Rideout
Address:	676 Woodland Square Loop S.E.
City, State, Zip Code:	Olympia, WA 98504-2702
Phone Number:	(360) 923-2818
Fax Number:	(360) 923-2614
E-Mail Address:	Vrid107@hca.wa.gov

Consultants are to rely on written statements issued by the RFP Coordinator. Any other communication will be considered unofficial and non-binding on the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Consultant.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

Issue Request for Proposals	June 17, 2005
Letter of intent due	June 22, 2005
Question and Answer Period	June 17 – June 24, 2005
Proposals due	June 29, 2005 by 12:00 Noon P.S.T.
Announce “Apparent Successful Contractor”	June 30, 2005
File contract with OFM	July 5, 2005
Begin contract work	July 18, 2005

The HCA reserves the right to revise the above schedule.

2.3. SUBMISSION OF PROPOSALS

Consultants are required to submit their proposal via e-mail to the RFP Coordinator. The proposal must arrive at the HCA no later than 12:00 Noon local time (PSDT), on June 29, 2005.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of the HCA and will not be returned.

2.4. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the HCA.

All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Administrator of the HCA and the apparent successful Contractor; thereafter, the proposals shall be deemed public records as defined in RCW 42.17.250 to 42.17.340, “Public Records.”

Any information in the proposal that the Consultant desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.17.250 to 42.17.340 must be clearly designated. The page must be identified and the particular exception from disclosure upon which the Consultant is making the claim. Each page claimed to be exempt from

disclosure must be clearly identified by the word "Confidential" printed on the lower right hand corner of the page.

The HCA will consider a Consultant's request for exemption from disclosure; however, the HCA will make a decision predicated upon chapter 42.17 RCW and chapter 143-06 of the Washington Administrative Code. Marking the entire proposal exempt from disclosure will not be honored. The Consultant must be reasonable in designating information as confidential. If any information is marked as proprietary in the proposal, such information will not be made available until the affected bidder has been given an opportunity to seek a court injunction against the requested disclosure.

A charge will be made for copying and shipping, as outlined in RCW 42.17.300. No fee shall be charged for inspection of contract files, but twenty-four (24) hours notice to the RFP Coordinator is required. All requests for information should be directed to the RFP Coordinator.

2.5. REVISIONS TO THE RFP

In the event it becomes necessary to revise any part of this RFP, amendments will be e-mailed to those who responded with a Letter of Intent to Propose.

Questions and answers from bidders and any other pertinent information shall be considered an addendum to the RFP and e-mailed to the individuals identified above.

The HCA also reserves the right to cancel or to reissue the RFP in whole or in part, prior to execution of a contract.

2.6. MOST FAVORABLE TERMS

The HCA reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Consultant can propose. There will be no best and final offer procedure. The HCA does reserve the right to contact a Consultant for clarification of its proposal.

The Consultant should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the Consultant's entire proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the HCA.

2.7. CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions in this RFP. In no event is a Consultant to submit its own standard contract terms and conditions in response to this solicitation.

2.8. COSTS TO PROPOSE

The HCA will not be liable for any costs incurred by the Consultant in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.9. NO OBLIGATION TO CONTRACT

This RFP does not obligate the State of Washington or the HCA to contract for services specified herein.

2.10. REJECTION OF PROPOSALS

The HCA reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.11. FAILURE TO COMPLY

The Consultant is specifically notified that failure to comply with any part of the Request for Proposals may result in rejection of the proposal as non-responsive.

2.12. COMMITMENT OF FUNDS

The Administrator of the HCA, or his delegate, is the only individual who may legally commit the HCA to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.13. INSURANCE COVERAGE

The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable. The State will not be held responsive in any way for claims filed by the Contractor or their employees for services performed under the terms of this contract.

3. PROPOSAL CONTENT

The six major sections shall include:

- 1) Letter of Submittal
- 2) Technical Proposal.
- 3) Management Proposal.
- 4) References
- 5) Cost Proposal
- 6) Value as a resource to the State of Washington

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Consultant in preparing a thorough response.

Items in this section marked “mandatory” must be included as part of the proposal for the proposal to be considered responsive; however, these items are not scored. Items marked “scored” are those that are awarded points as part of the evaluation conducted by the evaluation team.

3.1. LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal must be signed and dated by a person authorized to legally bind the Consultant to a contractual relationship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Consultant and any proposed subcontractors:

- 3.1.1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
- 3.1.2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
- 3.1.3. Legal status of the Consultant (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
- 3.1.4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
- 3.1.5. Location of the facility from which the Consultant would operate.
- 3.1.6. Certification that the Consultant working on this project meets the Minimum Qualifications defined under Section 1.3. of this RFP.

- 3.1.7 If applicable, identification of the Consultant's staff, or subcontractor's staff, that was an employee of the State of Washington during the past 24 months. Include their position and responsibilities within the Consultant's organization. (If following a review of this information, it is determined by the HCA that a conflict of interest exists, the Consultant may be disqualified from further consideration for the award of a contract.)

3.2. TECHNICAL PROPOSAL (SCORED)

The Technical Proposal must contain a comprehensive description of services including the following elements:

- 3.2.1. Project Approach/Methodology – Include a complete description of the Consultant's proposed approach and methodology for the project. This section should convey the Consultant's understanding of the proposed project.
- 3.2.2. Work Plan – Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the Consultant's knowledge of the subjects and skills necessary to successfully complete the project. Include any required involvement of HCA staff.

The Consultant may also present any creative approaches that might be appropriate and may provide any pertinent supporting documentation.

- 3.2.3. Project Schedule – Include a project schedule indicating when the elements of the work will be completed and when deliverables, if any, will be provided.
- 3.2.4. Deliverables – Fully describe deliverables the consultant deems would be submitted under the proposed contract.

3.3. MANAGEMENT PROPOSAL (SCORED)

3.3.1. Project Management

- 3.2.1.1. Project Team Structure - Provide a description of the proposed project structure to be used during the course of the project, including any subcontractors. If necessary, provide an organizational chart of your

firm indicating lines of authority for personnel involved in performance of this potential contract and relationships of this staff to other programs or functions of the firm. This chart must also show lines of authority to the next senior level of management. Include who within the firm will have prime responsibility and final authority for the work.

- 3.2.1.2. Staff Qualifications/Experience – If the consultant will be utilizing other staff in fulfillment of the terms and conditions of this RFP, including subcontractors, who will be assigned to the potential contract, indicate the responsibilities and qualifications of such personnel, and include the amount of time each will be assigned to the project. Provide resumes' for the named staff, which include information on the individual's particular skills related to this project, education, experience, significant accomplishments and any other pertinent information. The Consultant must commit that staff identified in its proposal will actually perform the assigned work. Any staff substitution must have the prior approval of the HCA.

3.3.2. Experience of the Consultant

- 3.3.2.1. Indicate the experience the Consultant and any subcontractors have in the following areas:
- 3.3.2.1.1. Years and types of successful experience in medical informatics, including multiple consultation engagements.
 - 3.3.2.1.2. Successful health information infrastructure development, including leading successful implementation of successful statewide health information system(s) that has been in production for at least five years and is still in operation.
 - 3.3.2.1.3. Successful state and federal government experience within the health information technology or health information infrastructure advising or implementation arena.
 - 3.3.2.1.4. Any other successful health informatics, health information infrastructure, and/or electronic medical records technology

- consultation experience, services or work specifically in the northwest region and/or Washington State.
- 3.3.2.1.5. Complex project management with description of methods and tools utilized.
- 3.3.2.1.6. Stakeholder management, especially with state and federal executive and policy makers.
- 3.3.2.1.7. Communication strategy development and management.
- 3.3.2.1.8. Advanced facilitation and leadership experience with health information infrastructure teams, boards or commissions.

Scoring for this section will also be based on quality of the information submitted which must be clear, concise yet thorough to provide the review team with sufficient detail to make assessments in a timely manner.

- 3.2.2.2. Provide a list of contracts the Consultant has had during the last eight years that relate to the Consultant's ability to perform the services needed under this RFP.

List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses.

3.4 REFERENCES (SCORED)

- 3.4.1. List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business or government references for which work has been accomplished and briefly describe the type of service provided.
- 3.4.2. The Consultant must grant permission to the HCA to contact the references. Do not include current HCA staff as references.
- 3.4.3. If the Consultant has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Consultant's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Bidder, or (b) litigated and such litigation determined that the Bidder was in default.
- 3.4.4. Submit full details of the terms for default including the other party's name, address, and phone number. Present the Consultant's position on the matter. The HCA will evaluate the facts and may, at

its sole discretion, reject the proposal on the grounds of the past experience. If no such termination for default has been experienced by the Consultant in the past five years, so indicate.

3.5. COST PROPOSAL (SCORED)

The evaluation process is designed to award this procurement not necessarily to the Consultant of least cost, but rather to the Consultant whose proposal best meets the requirements of this RFP. However, Consultants are encouraged to submit proposals which are consistent with State government efforts to conserve state resources.

Identify all costs including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Consultant is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract. Consultants are required to collect and pay Washington state sales tax, if applicable.

Costs for subcontractors are to be broken out separately. Please note if any subcontractors are certified by the Office of Minority and Women's Business Enterprises.

3.6. VALUE AS A RESOURCE TO THE STATE OF WASHINGTON (SCORED)

3.6.1. Describe the unique value that the consultant will provide to the HCA and the State of Washington for this project.

3.6.2. What will be the legacy of this resource to the State of Washington?

4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by the HCA, which will determine the ranking of the proposals.

4.2. EVALUATION WEIGHTING AND SCORING

The following weighting and points will be assigned to the proposal for evaluation purposes:

Technical Proposal	20%
Management Proposal	40%
References	10%
Cost Proposal	20%
Value as a resource	10%

4.3. NOTIFICATION TO BIDDERS

Firms whose proposals have not been selected for further negotiation or award will be notified via e-mail.

4.4. DEBRIEFING OF UNSUCCESSFUL BIDDERS

Upon request, a debriefing conference will be scheduled with an unsuccessful Bidder. The request for a debriefing conference must be received by the RFP Coordinator within three (3) business days after the Notification of Unsuccessful Consultant letter is e-mailed to the Consultant. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting Consultant's proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences will be conducted on the telephone and will be scheduled for a maximum of twenty minutes.

4.5. PROTEST PROCEDURE

This procedure is available to Consultants who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the Consultant is allowed three (3) business days to file a protest of the acquisition with the RFP Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

Consultants protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to Consultants under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFP Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Arithmetic errors in computing the score.
- Non-compliance with procedures described in the RFP

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) HCA'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the HCA. The review will be conducted by person(s) who were not involved in the procurement and a decision will be issued within three (3) business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the HCA's action; or
- Find only technical or harmless errors in the HCA's acquisition process and determine the HCA to be in substantial compliance and reject the protest; or
- Find merit in the protest and provide the HCA options which may include:
 - Correct the errors and re-evaluate all proposals, and/or
 - Reissue the solicitation document and begin a new process, or
 - Make other findings and determine other courses of action as appropriate.

If the HCA determines that the protest is without merit, the HCA will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

5. **Sample Contract:** Contractor is expected to enter into a contract that is substantially equivalent to the terms and conditions set forth in this document.

**CONTRACT FOR PERSONAL SERVICES
BETWEEN
WASHINGTON STATE HEALTH CARE AUTHORITY
AND**

This Contract is made and entered into by and between the Washington State Health Care Authority hereinafter referred to as the "Authority," and the below named firm, hereinafter referred to as "Contractor,"

Contractor Name: _____
Address: _____
City, State & Zip Code: _____
Phone: _____
E-mail Address: _____

Washington State UBI No.: _____
Federal ID No.: _____

PURPOSE

The purpose of this contract is to provide Health Care Authority (HCA) with technical assistance to implement the directives Substitute Senate Bill (SSB) 5064, 2005 Legislative Session.

SCOPE OF WORK

- A. The Contractor will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
1. Assist the Washington State Health Care Authority (HCA) in implementing SSB 5064 in developing a strategy for the adoption and use of electronic medical records and health information technologies that are consistent with emerging national standards and promote interoperability of health information systems. The strategy must conform to specific requirements as delineated in the legislation.
 2. Facilitate meetings and work sessions as required to guide the HCA, the health information infrastructure advisory board and policy makers, as well as be an available resource for other stakeholder groups related to this project.
 3. Assist the HCA and board to:
 - a. assess the existing information technology systems of health care providers, state agencies, and third party payers;
 - b. Identify current national trends in the development of health information systems and standards;

- c. Determine the feasibility of integrating and connecting existing systems with emerging and recommended health information standards and technologies, and;
 - d. Identify available government or private grants for the study of or implementation of health information systems.
4. Major activities and deliverables for the contractor:
- a. Attend, participate in and facilitate meetings of the board (approximately monthly).
 - b. Stakeholder advisory committee (approximately quarterly).
 - c. Preparing and revising drafts of reports to the legislature, including the preliminary report due by 12/1/2005 and the final report due by 12/1/2006.
 - d. Working with the board and HCA staff to develop and maintain a project plan delineating the scope of work, tasks, milestones, and timelines required. (A preliminary project plan submitted with the proposal with appropriate revisions upon feedback from HCA and the board).
 - e. Advising and assisting in development, execution and revision of the project plan, including staffing (internal and additional consultants), stakeholder involvement, communications, education, and research.
 - f. Providing expert briefings to the board, a stakeholder advisory committee, HCA and policy makers on the background, key issues, and implementation challenges of health information infrastructure, including lessons learned from current projects in communities across the nation.
 - g. Reviewing, analyzing, discussing, and recommending options and strategies for health information infrastructure implementation.
5. Other conditions or activities as included in the Contractor's proposal dated _____, attached as Exhibit D, and the Authority's Request for Proposals attached as Exhibit E.

- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the Authority and the Contractor, and specific obligations of both parties.
- C. The Contractor shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

All written reports required under this contract must be delivered to Juan Alaniz, Jr., the Contract Manager, in accordance with the schedule above.

PERIOD OF PERFORMANCE

Subject to other provisions, the period of performance under this contract will be from July 18, 2005 (or date of execution, whichever is later) through December 30, 2006.

OFM FILING REQUIREMENT

Under the provisions of Chapter 39.29 RCW, this personal service contract is required to be filed with the Office of Financial Management (OFM). No contract required to be so filed is effective and no work shall be commenced nor payment made until ten (10) working days following the date of filing, and if required, until approved by OFM. In the event OFM fails to approve the contract, the contract shall be null and void.

COMPENSATION AND PAYMENT

The Authority shall pay an amount not to exceed _____ (\$)_____ for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Contractor's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

As submitted in the RFP response by the contractor, and agreed to by the Authority. (*Exhibit F, Fees and expenses*).

Expenses. Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by the Authority as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$_____, which amount is included in the contract total in "Compensation and Payment" above. Such expenses may include: airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current State travel reimbursement rates. To receive reimbursement, Contractor must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

BILLING PROCEDURES

Authority will pay Contractor upon receipt of properly completed invoices, which shall be submitted to the Project Manager not more often than monthly. The invoices shall describe and document to the Authority's satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expenses in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the Authority within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

The Authority may, in its sole discretion, terminate the contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the Authority.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for Contractor is:	Contract Manager for Authority is:
<u>Contractor Name:</u> <u>Address:</u> <u>City, State Zip Code:</u> Phone: () Fax: () E-mail address:	<u>Authority Name:</u> <u>Address:</u> <u>City, State Zip Code:</u> Phone: () Fax: () E-mail address:

ASSURANCES

Authority and the Contractor agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – _____
- Exhibit C – Request for Proposals Dated _____
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the Authority's authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of ___ pages and ___ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CONTRACTOR'S NAME]

HEALTH CARE AUTHORITY

Signature

Signature

Title

Date

Title

Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "Authority" shall mean the Washington State Health Care Authority, any division, section, office, unit or other entity of the Authority, or any of the officers or other officials lawfully representing the Authority.
- B. "Agent" shall mean the Washington State Health Care Authority Administrator and/or the Administrator's delegate authorized in writing to act on behalf of the Administrator.
- C. "Contractor" shall mean that firm, provider, organization, individual or other entity performing services under this contract, and shall include all employees of the Contractor.
- D. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) in any tier.

2. ACCESS TO DATA

In compliance with Chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to Authority, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor's reports, including computer models and methodology for those models.

3. ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for services furnished by the Contractor pursuant to this contract.

4. AMENDMENTS

This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

5. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35

The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

6. ANTITRUST ASSIGNMENT

Contractor hereby assigns to the State of Washington any and all of its claims for price fixing or overcharges which arise under the antitrust laws of the United States, or the antitrust laws of the State of Washington, relating to the goods, products or services purchased under this contract.

7. ASSIGNMENT

The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

8. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

9. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The Contractor shall not use or disclose any information concerning the Authority, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Authority, or as may be required by law.

10. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Authority may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the Authority shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Authority provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by the law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this contract.

11. COPYRIGHT PROVISIONS

Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by the Authority. The Authority shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Authority effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Authority a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Authority.

The Contractor shall exert all reasonable effort to advise the Authority, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Authority shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Authority shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

12. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Authority shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

13. DISPUTES

Except as otherwise provided in this contract, when a bona fide dispute arises between the Authority and the Contractor and it cannot be resolved, either party may request a dispute hearing with the Agent. Disputes shall be resolved as quickly as possible.

- A. The request for a dispute hearing must:
 - be in writing;
 - state the disputed issue(s);
 - state the relative positions of the parties;
 - state the Contractor's name, address, and contract number; and
 - be mailed to the Agent and the other party's (respondent's) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
- B. The respondent shall send a written answer to the requester's statement to both the agent and the requester within 5 working days.
- C. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.

- D. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

HCA and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

14. GOVERNING LAW

This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

15. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the Authority, and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

16. INDEPENDENT CAPACITY OF THE CONTRACTOR

The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Authority. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Authority or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

17. INDUSTRIAL INSURANCE COVERAGE

Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this contract. Should the Contractor fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, the Authority may deduct the amount of premiums and any penalties owing from the amount payable to the Contractor under the Contract and transmit the same to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any right under RCW 51.12.050 to collect from the Contractor amounts paid by the Authority.

18. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this Contract.

19. LIMITATION OF AUTHORITY

Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

20. NONDISCRIMINATION

During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Authority. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

21. PRIVACY

Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Authority or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Authority reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by the Authority. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Authority for any damages related to the Contractor's unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person's health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses,

telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

22. RECORDS, DOCUMENTS, AND REPORTS

The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this contract and performance the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. At no additional cost, these records including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by the Authority, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Contractor shall retain such records for a period of six (6) years after the date of final payment.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

23. REGISTRATION WITH DEPARTMENT OF REVENUE

The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

24. RIGHT OF INSPECTION

The Contractor shall provide right of access to its facilities to the Authority, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

25. SAFEGUARDING OF INFORMATION

The use or disclosure by any party of any information concerning the Authority for any purpose not directly connected with the administration of the Authority's or the Contractor's responsibilities with respect to services provided under this contract is prohibited except by written consent of the Authority.

26. SEVERABILITY

If any provision of this contract or any provision of any documents incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

27. SUBCONTRACTING

In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to the Authority for any breach in the performance of the Contractor's duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

28. SYSTEM SECURITY

Contractor agrees not to attach any Contractor-supplied computers, peripherals or software to the Authority Network without prior written authorization from Authority's Information Systems Manager. Contractor-supplied computer equipment, including both hardware and software, must be reviewed by the Authority Information Services prior to being connected to any Authority network connection and that it must have up to date anti-virus software and personal firewall software installed and activated on it.

Unauthorized access to Authority networks and systems is a violation of Authority Policy 01-13 and constitutes computer trespass in the first degree pursuant to RCW 9A.52.100. Violation of any of these laws or policies could result in termination of the contract and other penalties.

29. TERMINATION FOR CAUSE

In the event the Authority determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Authority has the right to suspend or terminate this contract. The Authority shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. The Authority reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Authority to terminate the contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Authority provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

30. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this contract, the Agent may, by giving ten (10) days written notice, beginning on the second day after the mailing, terminate this contract in whole or in part when it is in the best interest of the Authority. If this contract is so terminated, the Authority shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

31. TERMINATION FOR DEFAULT

In the event the Authority determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Authority has the right to suspend or terminate this contract. The Authority shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. The Authority reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Authority to terminate the contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising, and staff time. The termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (i) was not in default, or (ii) failure to perform was outside of his or her control, fault or negligence.

32. TERMINATION FOR WITHDRAWAL OR REDUCTION OF FUNDING

In the event funding from any state, federal, or other sources is withdrawn, substantially reduced, or limited in any way after the effective date of this Agreement and prior to the termination date, HCA may terminate this Agreement upon sixty (60) days' prior written notice to Contractor or upon the effective date of withdrawn or reduced funding, whichever occurs earlier. If this Agreement is so terminated, HCA shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

33. TERMINATION PROCEDURES

Upon termination of this contract the Authority, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Authority any property specifically produced or acquired for the performance of such part of this contract as has been terminated.

The Authority shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service accepted by the Authority and the amount agreed upon by the Contractor and the Authority for (i) completed work and services for which no separate price is stated; (ii) partially completed work and services; (iii) other property or services which are accepted by the Authority; and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agent shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Authority may withhold from any amounts due the Contractor such sum as the Agent determines to be necessary to protect the Authority against potential loss or liability.

The rights and remedies of the Authority provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified in the notice;

- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to the Authority, in the manner, at the times, and to the extent directed by the Agent, all the rights, title, and interest of the Contractor under the orders and subcontracts so terminated; in which case the Authority has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent the Agent may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to the Authority and deliver in the manner, at the times, and to the extent directed by the Agent any property which, if the contract has been completed, would have been required to be furnished to the Authority;
- F. Complete performance of such part of the work as shall not have been terminated by the Agent; and
- G. Take such action as may be necessary, or as the Agent may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Authority has or may acquire an interest.

34. WAIVER

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this contract unless stated to be such in writing signed by the Agent and attached to the original contract.